

## Attachment B

### Viewshed Map



### Proposed Telecommunications Facility Bristol West 1191 Terryville Road Bristol, Connecticut

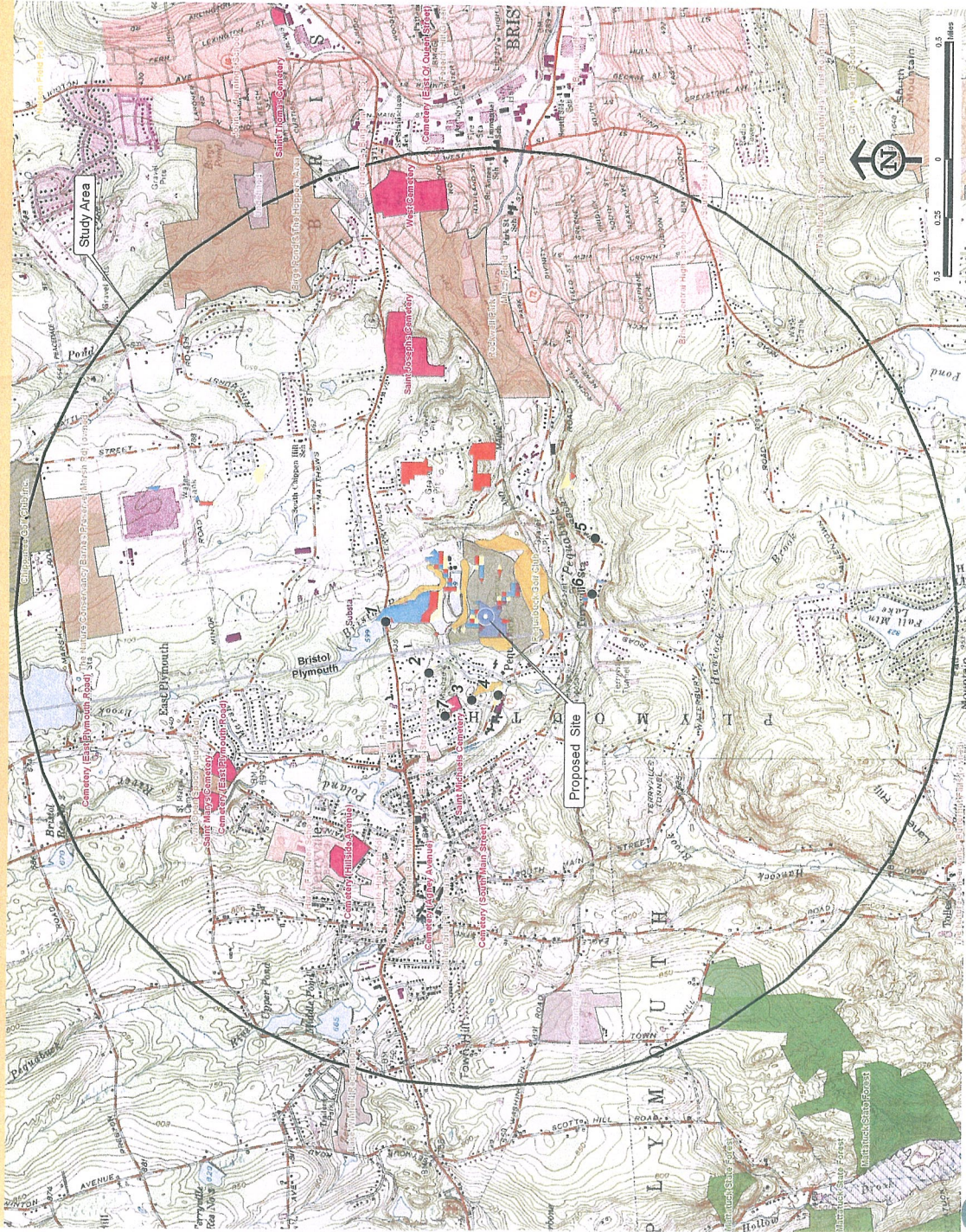
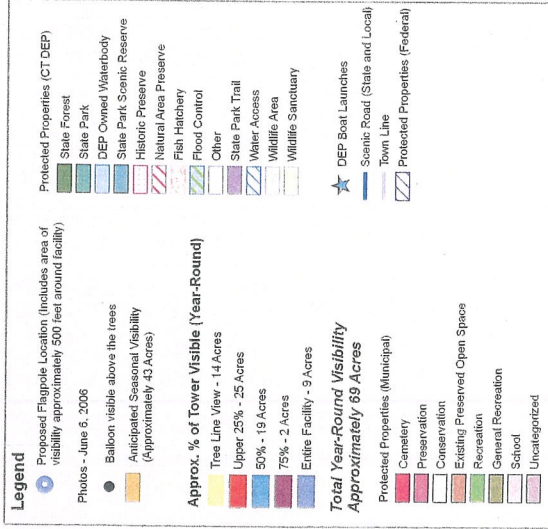
#### NOTE:

- Viewshed analysis conducted using ESRI's Spatial Analyst.
- Proposed Facility height is 120 feet
- Existing tree canopy height estimated at 65 feet.

#### DATA SOURCES:

- 7.5 minute digital elevation model (DEM) with 30 meter resolution produced by the USGS, 1982
- Forest areas derived from 2004 digital orthophotos with 0.5-foot pixel resolution; digitized by VHB, 2006
- Base map comprised of Bristol and Thomaston USGS Quadrangle Maps
- Protected properties data layer provided CTDEP, 2003
- Scenic Roads layer derived from available State and Local listings.

Map Compiled June, 2006





## **TAB 11**

May 15, 2006

Ms. Sandy Carter  
Verizon Wireless  
99 East River Drive  
East Hartford, CT 06108

Subject: National Environmental Policy Act (NEPA) Screening Report  
Bristol West  
1191 Terryville Road, Bristol, CT 06010  
EBI Project #61061094

Dear Ms. Carter:

Attached please find our *National Environmental Policy Act (NEPA) Screening Report*, (the *Report*) for the proposed telecommunications installation at the address noted above (the Subject Property). The purpose of this *Report* is to evaluate the above-referenced property for environmental and historical concerns specified by the Federal Communications Commission (FCC) in 47 CFR 1.1307, the *Verizon Wireless* Environmental Services General Agreement #750-69950-2002 dated January 12, 2004, and general industry standards.

The Subject Property consists of an approximately 66.0-acre lot that is developed with a main clubhouse and three maintenance buildings. According to the office manager at the golf course, the main clubhouse was constructed in 1902 with renovations in 1930 and 1950, and the maintenance buildings were constructed around 1950. Parking areas are located east and southeast of the main clubhouse and the Subject Property is accessed via a driveway at the intersection of School Street and Makara Street.

As of the date of this *Report*, *Verizon Wireless* proposes to construct a tower facility to the west of one of the existing golf course maintenance buildings. The proposed *Verizon Wireless* installation will consist of a proposed 120-foot flagpole style monopole with the antennas concealed within. The tower will be located within a 55-foot by 70-foot lease area. *Verizon Wireless* will locate antennas within the flagpole: three at the 118-foot level and three at the 108-foot level. A prefabricated 12-foot by 30-foot equipment shelter will be placed at the base of the tower within a proposed 55-foot by 49-foot fenced compound. In addition, a proposed facility transformer, power and telco utility backboard will be located outside the fenced compound. A proposed 1,000-gallon above ground propane tank will be located within the fenced compound at the southeastern corner. Lastly, a proposed retaining wall will be constructed partially along the south and western corner of the fenced compound. Proposed trees, to match the existing pines in the area, will be located along the eastern side of the fenced compound.

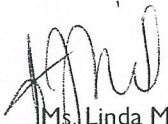
Please find the attached National Environmental Policy Act (NEPA) Checklist, NEPA Summary Report, and associated documentation for the above referenced site. Based upon the results of our assessment, it appears that the proposed installation will not adversely impact any of the criteria as outlined in 1.1307(a) items (1) through (8) and preparation of an Environmental Assessment (EA) is not required.

The *Report* was completed according to the terms and conditions authorized by you. There are no intended or unintended third party beneficiaries to this *Report*, unless specifically named. EBI is an independent contractor, not an employee of either the property owner or the project proponent, and its compensation was not based on the findings or recommendations made in the *Report* or on the closing of any business transaction.



Thank you for the opportunity to prepare this *Report*, and assist you with this project. Please call us if you have any questions or if we may be of further assistance.

Respectfully Submitted,



Ms. Linda Mackey  
Author/Architectural Historian



Mr. Steven Reuter  
Reviewer/Project Manager  
Direct# (617) 715-1873




Mr. Thomas Sardella  
Program Manager

Appendix A – NEPA Checklist  
Appendix B – FCC NEPA Summary Report  
Appendix C – Figures, Drawings, and Maps  
Appendix D – SHPO Correspondence  
Appendix E – Tribal Correspondence  
Appendix F – Land Resources Map  
Appendix G – United States Fish and Wildlife Correspondence  
Appendix H – FEMA Floodplain Map

**APPENDIX A**  
**NEPA CHECKLIST**



**FCC NEPA Summary Report**  
**(47 CFR Subpart I, Chapter I, Sections 1.1301-1.1319)**

	Site type ( <i>choose one</i> ):	Site ID:	Site Address:
	<input checked="" type="checkbox"/> Raw land <input type="checkbox"/> Tower colo <input type="checkbox"/> Other colo <input type="checkbox"/> Tower Replacement	Bristol West	1191 Terryville Road, Bristol, CT 06010

**1. Is the antenna structure located in an officially designated wilderness area?**

According to a review of the Land Resources Map (Appendix F) and the Department of Agriculture's list of wilderness areas (<http://www.wilderness.net/index.cfm?fuse=NWPS>), the Project Site is not located in an officially designated wilderness area. In addition, according to EBI's review of available on-line resources, the Project Site is not located in a National Park ([www.nps.gov/gis](http://www.nps.gov/gis), NPS Interactive Map Center), a designated Scenic and Wild River ([www.nps.gov/rivers/wildriverslist.html](http://www.nps.gov/rivers/wildriverslist.html)), a land area managed by the Bureau of Land Management ([www.blm.gov/nhp/facts/index.htm](http://www.blm.gov/nhp/facts/index.htm)), or within 1/4 mile of a National Scenic Trail as identified by the National Park Service ([http://www.nps.gov/ncrc/programs/nts/nts\\_trails.html](http://www.nps.gov/ncrc/programs/nts/nts_trails.html)).

**2. Is the antenna structure located in an officially designated wildlife preserve?**

According to a review of the Land Resources Map (Appendix F), the Project Site is not located in an officially designated wildlife preserve. In addition, according to EBI's review of available on-line resources, the Project Site is not located in a US Fish and Wildlife Service National Wildlife Refuge ([http://refuges.fws.gov/pdfs/refugeMap0930\\_2004.pdf](http://refuges.fws.gov/pdfs/refugeMap0930_2004.pdf)).

**3. Will the antenna structure likely affect threatened or endangered species or designated critical habitats? (Ref. 50 CFR Part 402)**

According to a review of the Land Resources Map (Appendix F), no identified threatened or endangered species habitats or designated critical habitats are located in the vicinity of the Project Site.

EBI submitted a letter and project information requesting comments on the impacts of the project on threatened or endangered species to the United State Fish and Wildlife Service (USFW) on April 21, 2006. The USFW responded on May 11, 2006 indicating, "that based on information currently available to us, no federally-listed or proposed, threatened or endangered species or critical habitat under the jurisdiction of the U.S. Fish and Wildlife Service are known to occur in the project area(s)". Copies of this correspondence are included in Appendix G.

Additionally based upon the proposed design and height (under 250 feet AGL) it is unlikely that the proposed telecommunications installation would adversely impact migratory bird species protected under the Migratory Bird Treaty Act and the Endangered Species Act. Therefore, EBI concludes that the proposed project is unlikely to affect threatened or endangered species.

**4. Will the antenna structure affect districts, sites, buildings, structures, or objects significant in American history, architecture, archeology, engineering, or culture that are listed, or potentially eligible for listing in the National Register of Historic Places (NRHP)? (Ref. 36 CFR Part 800 regulations implementing Section 106 of the National Historic Preservation Act).**

No potentially National Register Eligible properties were identified within the area of potential effect (APE) of the proposed installation, EBI concludes that the proposed project is not likely to affect this potentially eligible historic site based upon separating distance, and forestation. Additionally, as the proposed project includes the construction of a monopole tower that will be stealthed as a flagpole with antennas mounted inside the tower, this installation will not be out of character with the existing conditions of the Subject Property and vicinity and will not cause a significant visual intrusion into the view shed of the area.



Site type (choose one):

- ☒ Raw land  
☐ Tower colo  
☐ Other colo  
☐ Tower Replacement

Site ID:

Bristol West

Site Address:

1191 Terryville Road, Bristol,  
CT 06010

## NEPA Land Use Screening Checklist

FCC NEPA Category	Consulting Agency to Contact	Check appropriate boxes below			
		No Adverse Impact	Potential Adverse Impact	Exempt from Review	NPA Applies
Designated Wilderness Areas	National Park Service, US Forest Service, Bureau of Land Management (BLM)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Designated Wildlife Preserves	National Park Service, US Forest Service, BLM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Threatened or Endangered Species & Critical Habitats	US Fish & Wildlife Service - Field Office (USF&WS)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Historic Places	State Historic Preservation Officer (SHPO), Tribal Historic Preservation Officer (THPO)	<input checked="" type="checkbox"/> SHPO consultation completed	<input type="checkbox"/>	<input type="checkbox"/>	Collocation Agreement applies: <input type="checkbox"/> Nationwide Agreement Exclusion applies: <input type="checkbox"/>
Indian Religious Sites	American Indian Tribes, Bureau of Indian Affairs	<input checked="" type="checkbox"/> Tribal consultation completed	<input type="checkbox"/>	<input type="checkbox"/>	Collocation Agreement applies: <input type="checkbox"/> Nationwide Agreement Exclusion applies: <input type="checkbox"/>
Floodplain	Federal Emergency Management Agency (FEMA)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Wetlands & Surface Waterways	USF&WS NWI Maps US Army Corps of Engineers (ACOE)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Signature: Linda Mackey Company: EBI ConsultingPrint name: Linda Mackey Date: May 15, 2006



**APPENDIX B**  
**FCC NEPA SUMMARY REPORT**

EBI submitted project plans and a request for comment to the Connecticut Commission on Culture and Tourism (SHPO) on May 1, 2006. In correspondence dated May 2, 2006, the SHPO concurred with our determination that the proposed "undertaking will have no effect on historic, architectural, or archaeological resources listed on or eligible for the National Register of Historic Places" (Appendix D).

**5. Will the antenna structure affect Indian religious site(s)**

Based on the requirements of the *Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process* (NPA), Tribal consultation was required for this project because the proposed tower construction did not meet Exclusions A, B, C or F of the NPA.

EBI submitted documentation regarding the proposed project to the FCC's Tower Construction Notification System (TCNS). On January 27, 2006 the FCC's TCNS sent the project information to Tribes listed on their database who have interest in the state in which the project is planned. Additionally, EBI submitted follow-up requests for comment to each of the Tribes indicated by the TCNS to have a potential interest in the area of the project.

Tribal communication to date for this project is summarized in the following table.

#	Tribal Name	Initial Notification (via TCNS)	Response to Initial Contact	Second Attempt to Contact	Response to Second Attempt	Third Contact Attempt	Response to Third Attempt	Action Recommended
1	Mashantucket Pequot Tribe	Jan 27, 2006	Jan 29, 2006 – Requested Phase I Archaeology survey	Feb 16, 2006 (Regular Mail)	Feb 25, 2006 – No interest	N/A	N/A	No Further Action
2	Narragansett Indian Tribe	Jan 27, 2006	Jan 25, 2006 – email to formally initiate consultation	Feb 14, 2006 (Regular Mail)	Feb 17, 2006 – No interest	N/A	N/A	No Further Action

Correspondence between EBI and the Tribes that includes copies of the Tower Construction Notification System emails, follow-up correspondence, and Tribal responses are appended to this *Report* (Appendix E).

**6. Will the antenna structure be located in a floodplain? (Ref. Executive Order 11988 and 40 CFR Part 6, Appendix A)**

According to the FEMA Flood Insurance Rate Map data for (Community Map #090023, Panel #0005B) included on the Land Resources Map (Appendix F), the Project Site is not located within a 100-year or 500-year floodplain. A review of the Flood Insight Flood Zone determination (Appendix H) confirmed that the Project Site is not located within a floodplain.

**7. Will construction of the antenna structure involve significant change in surface features (e.g. wetlands, deforestation, or water diversion)? (Ref. Executive Order 11990 and 40 CFR Part 6, Appendix A)**

It is EBI's opinion that no documented or potential wetlands are located at or within a 100-foot radius of the proposed tower based upon the following facts:

- Limited or no hydric vegetation was observed at the tower site and soils were noted to be disturbed and compacted. Additionally, no surface water was observed at the proposed tower site aside from standing rainwater.
- According to the 1995 Fish and Wildlife Service National Wetlands Inventory Map (NWI) for the Bristol, Connecticut quadrangle, no identified wetlands are located at or within close proximity to the proposed tower site.

The area proposed to be occupied by *Verizon Wireless* consists of an approximately 66.0 acre lot that is developed with a main clubhouse and three maintenance buildings. According to the office manager at



the golf course, the main clubhouse was constructed in 1902 with renovations in 1930 and 1950, and the maintenance buildings were constructed around 1950. Parking areas are located east and southeast of the main clubhouse and the Subject Property is accessed via a driveway at the intersection of School Street and Makara Street. According to the proposed construction plans and onsite observations, surface water body diversion will not occur.

8. Is the antenna structure located in a residential neighborhood and required to be equipped with high intensity white lights?

According to client representatives and site plans, the proposed installation will not include high intensity white lights and be located in a residential neighborhood.

- 9a. Will the antenna structure equal or exceed total power (of all channels) of 2000 Watts ERP (3280 EIRP) and have antenna located less than 10 meters above the ground?
- 9b. Will the rooftop antenna project equal or exceed total power (of all channels) of 2000 Watts ERP (3280 EIRP)?

An evaluation to determine whether radiofrequency (RF) emissions standards are met was not included as part of this *Report*. EBI understands that client representatives will evaluate the project to ensure compliance with applicable RF standards.



Connecticut Commission on Culture & Tourism

May 2, 2006

Historic Preservation  
& Museum Division

59 South Prospect Street  
Hartford, Connecticut  
06106

(v) 860.566.3005  
(f) 860.566.5078

Ms. Linda Mackey  
EBI Consulting  
Four A Street  
Burlington, MA 01803

Subject: Telecommunications Facilities  
1191 Terryville Road  
Bristol, CT  
EBI #61061094

Dear Ms. Mackey:

The State Historic Preservation Office has reviewed the above-named project. This office expects that the proposed undertaking will have no effect on historic, architectural, or archaeological resources listed on or eligible for the National Register of Historic Places.

This office appreciates the opportunity to have reviewed and commented upon the proposed undertaking.

This comment is provided in accordance with the National Historic Preservation Act and the Connecticut Environmental Policy Act.

For further information please contact Dr. David A. Poirier, Staff Archaeologist.

Sincerely,

J. Paul Loether  
Division Director and Deputy  
State Historic Preservation Officer





## United States Department of the Interior

### FISH AND WILDLIFE SERVICE

New England Field Office  
70 Commercial Street, Suite 300  
Concord, New Hampshire 03301-5087



May 11, 2006

Reference: See attached sheet for a list of projects covered by this letter

Ryan Hale, Jennifer Vito  
Brian Lever, Linda Mackey  
Nicole Piretti, David Akerblom  
Brian Szekely  
EBI Consulting  
Four A Street  
Burlington, MA 01803

Ladies and Gentlemen:

This responds to your recent correspondence requesting information on the presence of federally-listed and/or proposed endangered or threatened species in relation to the proposed activity(ies) referenced above.

Based on information currently available to us, no federally-listed or proposed, threatened or endangered species or critical habitat under the jurisdiction of the U.S. Fish and Wildlife Service are known to occur in the project area(s). Preparation of a Biological Assessment or further consultation with us under Section 7 of the Endangered Species Act is not required.

This concludes our review of listed species and critical habitat in the project location(s) and environs referenced above. No further Endangered Species Act coordination of this type is necessary for a period of one year from the date of this letter, unless additional information on listed or proposed species becomes available.

Thank you for your coordination. Please contact us at 603-223-2541 if we can be of further assistance.

Sincerely yours,

Michael J. Amaral  
Endangered Species Specialist  
New England Field Office

Attachment

<u>Project</u>	<u>Location</u>	<u>Project #</u>
Tower extension, antenna co-location	Bridgeport, CT	61060035
Tower replacement, antenna co-location	Meriden, CT	61060893
Tower	Methuen, MA	61060773
Tower	Bridgewater, VT	61060137
Tower	Bristol, CT	61061094
Tower	Brattleboro, VT	61061214
Tower	Bartlett, NH	61061174
Tower	Seymour, CT	61060314
Tower extension, antenna co-location	Abington, MA	61061149
Tower	Stratford, CT	61060272



## **TAB 12**

BRISTOLW.SRP.txt  
\*\*\*\*\*  
\* Federal Airways & Airspace \*  
\* Summary Report \*  
\*\*\*\*\*

File: BRISTOLW

Location: Bristol, CT  
Distance: 2.5 Statute Miles  
Direction: 78° (true bearing)

Latitude: 41°-40'-27.43" Longitude: 72°-59'-17.13"

SITE ELEVATION AMSL.....638 ft.  
STRUCTURE HEIGHT.....120 ft.  
OVERALL HEIGHT AMSL.....758 ft.

NOTICE CRITERIA

FAR 77.13(a)(1): NNR (DNE 200 ft AGL)  
FAR 77.13(a)(2): NNR (DNE Notice Slope)  
FAR 77.13(a)(3): NNR (Not a Traverse Way)  
FAR 77.13(a)(4): NNR (No Expected TERPS® impact with N41)  
FAR 77.13(a)(4): NNR (No Expected TERPS® impact 4B8)  
FAR 77.13(a)(5): NNR (Off Airport Construction)

Notice to the FAA is not required at the analyzed location and height.

NR = Notice Required  
NNR = Notice Not Required  
PNR = Possible Notice Required

OBSTRUCTION STANDARDS

FAR 77.23(a)(1): DNE 500 ft AGL  
FAR 77.23(a)(2): DNE - Airport Surface  
FAR 77.25(a): DNE - Horizontal Surface  
FAR 77.25(b): DNE - Conical Surface  
FAR 77.25(c): DNE - Primary Surface  
FAR 77.25(d): DNE - Approach Surface  
FAR 77.25(e): DNE - Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: N41: WATERBURY

Type: AIR RD: 21502 RB: 226.99 RE: 838  
FAR 77.23(a)(1): DNE  
FAR 77.23(a)(2): Does Not Apply.  
VFR Horizontal Surface: DNE  
VFR Conical Surface: DNE  
VFR Approach Slope: DNE  
VFR Transitional Slope: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: 4B8: ROBERTSON FIELD

Type: AIR RD: 33424 RB: 80.15 RE: 200  
FAR 77.23(a)(1): DNE  
FAR 77.23(a)(2): DNE - Height Less Than 200 feet AGL.  
VFR Horizontal Surface: DNE  
VFR Conical Surface: DNE  
VFR Approach Slope: DNE  
VFR Transitional Slope: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)

FAR 77.23(a)(3) Departure Surface Criteria (40:1)  
DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)

BRISTOLW.SRP.txt  
 FAR 77.23(a)(4) MOCA Altitude Enroute Criteria  
 The Maximum Height Permitted is 1500 ft AMSL

PRIVATE LANDING FACILITIES

FACIL IDENT	TYP	NAME	BEARING To FACIL	DISTANCE IN N.M.	DELTA ARP ELEVATION
CT96	AIR	GREEN ACRES	20.32	2.184	-192
No Impact to Private Landing Facility. DNE 200 ft AGL within 3 NM of Airport.					
CT03	HEL	BRISTOL HOSPITAL	87.54	2.334	+352
No Impact to Private Landing Facility Structure is beyond notice limit by 9182 feet.					
CT63	HEL	LAKE COMPOUNCE	122.99	3.674	+558
No Impact to Private Landing Facility Structure is beyond notice limit by 17324 feet.					
CT60	HEL	ULTIMATE	89.28	4.362	+505
No Impact to Private Landing Facility Structure is beyond notice limit by 21504 feet.					
CT67	HEL	A J OSTER CO	221.63	4.818	+458
No Impact to Private Landing Facility Structure is beyond notice limit by 24275 feet.					
04CT	HEL	SHINGLE MILL	329.22	5.643	-122
No Impact to Private Landing Facility Structure 122 ft below heliport.					

AIR NAVIGATION ELECTRONIC FACILITIES

No Electronic Facilities Are Within 25,000 ft

FCC AM PROOF-OF-PERFORMANCE

NOT REQUIRED: Structure is not near a FCC licensed AM  
 radio station Proof-of-Performance is not required.  
 Please review AM Station Report for details.

Nearest AM Station: WPRX @ 3863 meters.

Airspace® Summary Version 2006.5

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06-23-2006  
 12:22:57



# FAA 2-C SURVEY CERTIFICATION

**Applicant:** Verizon Wireless  
99 East River Drive  
West Hartford, Ct 06108

**Site Name:** Bristol West

**Address** 1191 Terryville Road  
Bristol, Connecticut 06010

**Horizontal Datum:** NAD 83

**Vertical Datum:** NGVD 1929 (A.M.S.L.)

**Structure Type:** Proposed Flagpole Tower

**Latitude:** 41°- 40'-27.43"N NAD 83  
**Longitude:** 72°- 59'-17.13"W NAD 83

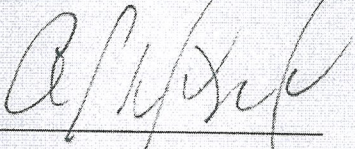
**Ground Elevation:** 637.5'± feet A.M.S.L.

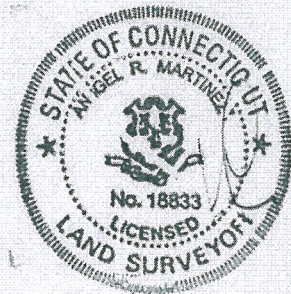
**Proposed Tower Height:** 120.0'± feet A.G.L.

**Proposed Overall Height:** 757.5'± feet A.M.S.L.

**Certification:** I certify that the Latitude and Longitude noted hereon are accurate to within ± 50 feet horizontally and that the site elevation is accurate to within ± 20 feet vertically. With a structure height of 120.0'± AGL, the overall height will be 757.5'± A.M.S.L. The horizontal datum (coordinates) are in terms of the North American Datum of 1983 (NAD 83) and are expressed in degrees minutes and seconds to the nearest hundredth of a second. The vertical datum (heights) are in terms of the National Geodetic Vertical Datum of 1929 and expressed to the nearest foot.

**Company:** Martinez Couch and Associates L.L.C.

**Signature:**   
**Surveyor/seal:** Angel R. Martinez L. S. 18833  
**Date:** June 16, 2006



(SEAL)



## **TAB 13**

LAND LEASE AGREEMENT

This Agreement, made this 12<sup>th</sup> day of May, 2006 between Pequabuck Golf Club of Bristol, Inc., a Connecticut corporation with a mailing address of 56 School Street, Pequabuck, Connecticut 06781, Tax ID # 06-0489990, hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is located partially within the Town of Bristol and partially within the Town of Plymouth, Village of Pequabuck, and is referred to hereinafter as the Property) located at 1191 Terryville Avenue in the Town of Bristol and State of Connecticut, and being described as a parcel containing approximately 3,500 square feet, as shown on the Tax Map 67 of the Town of Bristol as Lots 27 and 29, and being further described in Deed Book 833 at Page 953 as recorded in the Office of the Bristol Town Clerk, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along an existing parking lot and paved right-of-way extending from the nearest public right-of-way, School Street, to the demised premises, said demised premises and right-of-way (hereinafter collectively referred to as the "Premises") for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

The Parties mutually agree that, in the event that the Connecticut Siting Council shall approve the Property as an appropriate site for LESSEE's telecommunications facilities and equipment but materially alters the location of the Premises on the Property, LESSOR shall have the right to approve such other location, which approval shall not be unreasonably withheld, conditioned or delayed.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM. This Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of [REDACTED] and 00/100 Dollars [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

4. EXTENSIONS. This Agreement shall automatically be extended for five (5) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall automatically increase each year on the anniversary of the Commencement Date by [REDACTED] percent [REDACTED] of the then current annual rental amount.



6. ADDITIONAL EXTENSIONS. If at the end of the fifth (5th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to 115% of the annual rental payable with respect to the immediately preceding five (5) year term.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating communications facilities and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

9. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, and provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.



11. INTERFERENCE. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

12. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear and casualty excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to sell all or any portion of the Property, whether separately or as part of the larger parcel of which the Property are a part, the LESSEE shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after the notice thereof from LESSOR, LESSOR may sell the Property or portion thereof to such third person in accordance with the terms and conditions of his offer. For purposes of this Paragraph, any transfer, bequest or devise of the LESSOR's interest in the Property as a result of the death of the LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which the LESSEE has any right of first refusal.

14. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

15. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

16. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

17. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

18. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State in which the Property is located.



19. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed. LESSEE may sublet the Premises within its sole discretion, without notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

LESSEE shall pay LESSOR, as additional rent, ten percent (10%) of any rental payments received from any sublessee promptly after payment by such sublessee to LESSEE.

20. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Pequabuck Golf Club of Bristol, Inc.  
56 School Street  
Pequabuck, Connecticut 06781

LESSEE: Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

21. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

22. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

23. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.



24. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Paragraph.

25. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

26. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forth-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

27. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

28. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such Party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

29. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

30. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

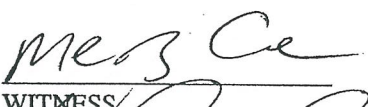
31. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

32. REAL PROPERTY TAXES. LESSEE shall pay, as additional rent, any increase in real property taxes levied against the LESSOR or its property which is directly attributable to the improvements constructed for or by LESSEE on the Premises.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

  
WITNESS

  
WITNESS

  
WITNESS

  
WITNESS

  
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WITNESS

{W1383528; 3} 10/20/05

LESSOR: Pequabuck Golf Club of Bristol, Inc.

BY: 

Jeffrey Bajek  
Its President

BY: 

W. Theodore Wagenknecht  
Its Secretary

LESSEE: Cellco Partnership d/b/a Verizon Wireless

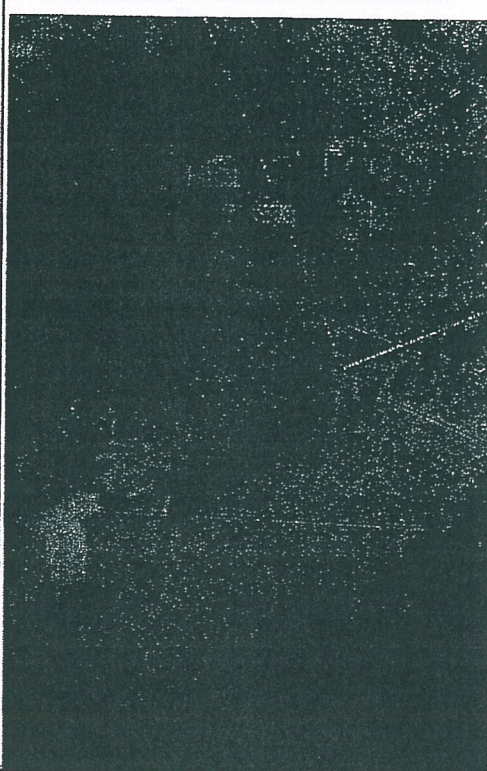
BY: 

David R. Heverling  
Its Network Vice President -  
Northeast Area



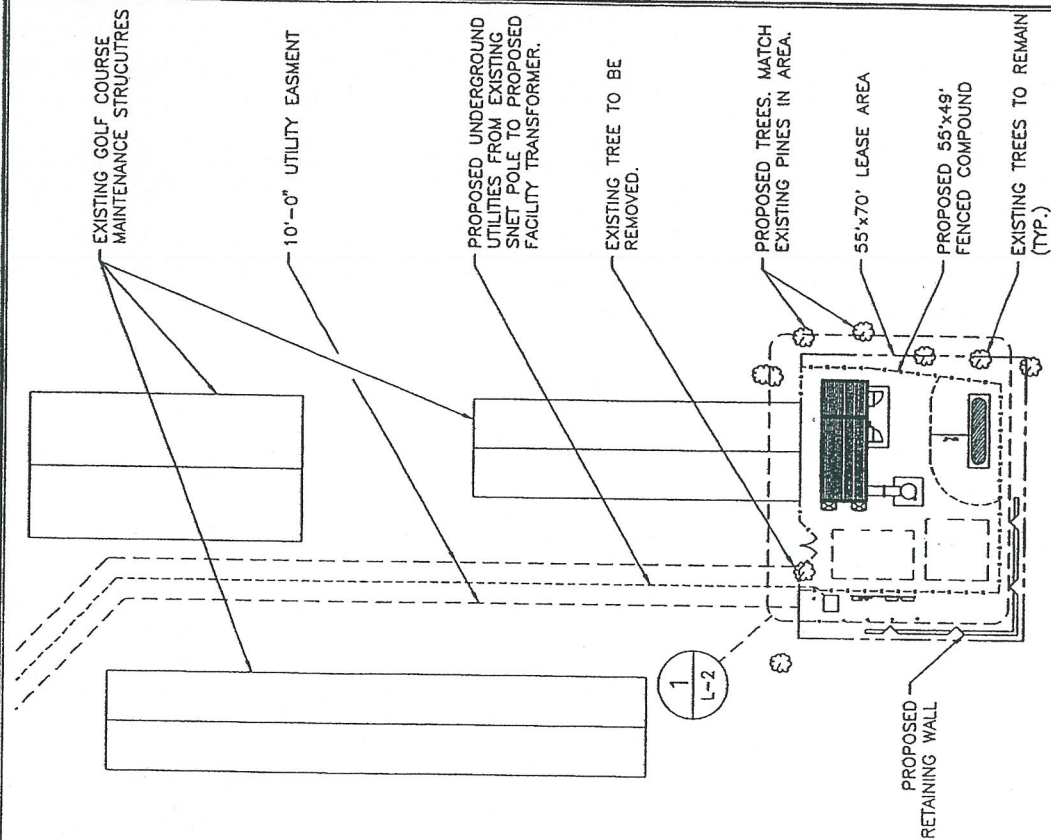


THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.



PROPOSED UNDERGROUND  
UTILITIES FROM EXISTING SNET  
POLE TO PROPOSED FACILITY  
TRANSFORMER.

SCALE: 1" = 150'

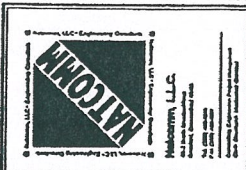


SCALE: 1" = 30'



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02	0072000 LEASE EXPERT
03	0072000 LEASE EXPERT

Cellco Partnership  
d.b.a. Verizon Wireless



BRISTOL WEST

1101 TERRAVILLE RD  
BOSTON CT

PROJECT NO:	65098
DRAWN BY:	AJJ
CHECKED BY:	CFC
SCALE:	AS NOTED
DATE:	07/21/05

LEASE  
EXHIBIT

11

OWG. 1 OF X



